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BK 0457PG0327

STATE MS. - DESOTO CO.
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RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,
CONDITIONS, AND RESTRICTIONS

BK 452 PG 327
MR. DAVIS CH. CLK.

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into as of this 30th day of July, 2003, by and between Church Road Associates, LLC, a Mississippi limited liability company (the "Parcel A Owner"), and WN Highway 64-Canada, a Tennessee general partnership (the "Parcel B Owner").

RECITALS

- A. The Parcel A Owner is the owner of that certain real property situated in the City of Horn Lake, County of DeSoto, State of Mississippi, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A").
- B. The Parcel B Owner is the owner of that certain real property situated in the City of Horn Lake, County of DeSoto, State of Mississippi, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel B"). The parties acknowledge that as of the date hereof, in accordance with a 1031 tax-free exchange under the Internal Revenue Code, fee simple title to Parcel B is vested in API Properties 261, LLC, a Nevada limited liability company ("API"), and the Parcel B Owner owns a leasehold interest in Parcel B. Pursuant to the terms of an Exchange Accomodation Agreement between API and the Parcel B Owner, on or about September 24, 2003, API will transfer fee simple title to Parcel B to the Parcel B Owner.
- C. The Parcel B Owner intends to develop Parcel B for use by Walgreen (hereinafter defined).
- D. The Parcel A Owner intends to simultaneously or thereafter develop or allow or cause the development of Parcel A as a retail/commercial site.
- E. The parties hereto desire to impose certain easements upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcel A and Parcel B and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner and the Parcel B Owner hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS1. Definitions. For purposes hereof:

(a) The term "Owner" or "Owners" shall mean the Parcel A Owner (as to Parcel A) and the Parcel B Owner (as to Parcel B) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit "A", that is, Parcel A and Parcel B, and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(d) The term "Common Area" shall mean those portions of Parcel A and Parcel B that are outside of exterior walls of buildings or other structures from time to time located on the Parcels, and which are either unimproved, or are improved as (without limitation) parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements.

(e) The term "Walgreen" or "Walgreens" shall mean Walgreen Co., an Illinois corporation (or any of its affiliates, subsidiaries, successors or assigns). Walgreen shall be deemed a third party beneficiary to this Agreement.

(f) The term "Walgreen Lease" or "Walgreens Lease" shall mean that Lease of Parcel B from the Parcel B Owner as landlord to Walgreen as tenant, and any amendments, extensions or replacements thereof.

(g) The term "Site Plan" shall mean collectively the site plans of the Parcels attached hereto as Collective Exhibit "B" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only. Notwithstanding anything contained herein to the contrary, the parking areas, building locations, Water Detention and Drainage Facilities, utilities, and Common Areas, if any, currently described on the Site Plan for Parcel A may be redesigned, relocated, changed, modified, and amended, from time to time, after the date hereof, as the Parcel A Owner shall determine in its sole discretion; provided, however, that the Water Detention and Drainage Facilities used by Walgreens which are located on Parcel A and those portions of

the Driveways located on Parcel A and used by Walgreens shall not be redesigned, relocated, changed, modified, or amended without the prior written consent of the Parcel B Owner (and Walgreens during the continuance of the Walgreen lease), which consent shall not be unreasonably withheld, conditioned, or delayed. An amended Site Plan for Parcel A shall be delivered to the Parcel B Owner and attached by the parties as part of Collective Exhibit "B" hereto as the effective "Site Plan" for Parcel A hereunder as and when the Site Plan for Parcel A is amended by the Parcel A Owner, and this Agreement shall be either (i) rerecorded to reflect the amended Site Plan or (ii) amended to reflect the amended Site Plan and such amendment shall be recorded. All references to "Site Plan" in this Agreement shall mean the original Site Plan, as amended by Parcel A Owner pursuant to this subparagraph (g).

(h) The term "Driveway" or "Driveways" shall mean those driveways and related driveway improvements, paving, curbing, entrances and exits, in the location on the Parcels as shown on the Site Plan.

2. Easements.

2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels and all present and future Owner's and Permittees of the Parcels:

(a) An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area of Parcel B and the Common Area of Parcel A including, without limitation, the Driveway, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels;

(b) An easement upon, under, over, above and across the Common Areas of the Parcels for the discharge, drainage, use, detention and retention of storm water runoff in the manner and in the location indicated on the Site Plan, and to install, maintain, repair and replace storm water collection, retention, detention and distribution lines, conduits, pipes and other apparatus under and across those portions of the Common Areas indicated on the Site Plan. (It should be noted from the Site Plan that the Water Detention and Drainage Facilities are all located on Parcel A.) The storm water detention areas, if any, indicated on the Site Plan, and all lines, conduits, pipes and other apparatus for water drainage, and all storage systems necessary in connection therewith, shall be hereinafter called the "Water Detention and Drainage Facilities." The easement granted herein shall

include the right of reasonable ingress and egress with respect to the Water Detention and Drainage Facilities as may be required to maintain and operate the same. The Water Detention and Drainage Facilities required for Parcel B shall initially be constructed by Priester & Associates, Inc. ("Priester") in accordance with the Site Plan and pursuant to Plans approved by Walgreen under the Walgreen Lease, as a part of the initial development of the Walgreens improvements on Parcel B under the Walgreen Lease. Once constructed by Priester, (i) the Water Detention and Drainage Facilities located on Parcel B shall not be modified, altered, relocated or otherwise changed, without the prior written consent of all Owners and Walgreen (during the continuance of the Walgreen Lease); and, (ii) each Owner shall operate and maintain, or cause to be operated and maintained, in good order, condition and repair, the Water Detention and Drainage Facilities located upon its Parcel and make any and all repairs and replacements that may from time to time be required with respect thereto.

(c) An easement under and across those parts of the Common Areas that are not within any permissible building areas shown on the Site Plan, for the installation, maintenance, repair and replacement of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities necessary for the orderly development and operation of the Common Areas and each building from time to time located within the Parcels; provided that (i) the rights granted pursuant to such easements shall at all times be exercised in such a manner as not to interfere materially with the normal operation of a Parcel and the businesses conducted therein, (ii) the exact location of any utilities shall be subject to the approval of the Owner(s) of the burdened Parcel(s) (and, as to Parcel B during the continuance of the Walgreen Lease, Walgreen), and (iii) except in an emergency, the right of any Owner to enter upon the Parcel of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the other Owner (and, as to any entry upon Parcel B during the continuance of the Walgreen Lease, Walgreen) as to the time and manner of entry. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of the Parcel (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected Parcel and Walgreen (as to Parcel B). Once the initial construction of Parcel B shall be completed by the Owner of Parcel B pursuant to the Walgreen Lease, thereafter no additional utility easements affecting Parcel B shall be installed without Walgreen's consent (during the continuance of the Walgreen Lease), except for any installations on Parcel A during the development and construction of improvements on Parcel A that do not interfere materially with the normal operation of the business conducted on Parcel B; provided, however, that the Parcel A Owner and the Parcel B Owner each recognize that it is normal during the development of a shopping center to encounter minor disruptions to some normal services and that there may be some minimal disruption of the operation of the business on Parcel B during such

development and construction, and the Parcel A Owner agrees to use good faith efforts to keep such disruptions to a minimum.

2.2 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement (including Walgreen, in the case of the Owner of Parcel B) harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

2.3 Access Opening. The opening(s) and access point(s) contemplated between the Parcels for use of the Driveway, is/are shown on the Site Plan and such opening(s) and access point(s) between the Parcels for use of the Driveway, as contemplated pursuant to paragraph 2.1(a) above, are hereinafter called the "Access Openings." The Access Openings shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Site Plan. There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the Driveway for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 above. Except with respect to the Access Openings, each Owner shall be permitted to maintain a fence, curbing, landscaping or other improvements along the boundary line of its Parcel.

2.4 Reasonable Use of Easements.

(a) The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) Once the Water Detention and Drainage Facilities are installed on Parcel A and Parcel B pursuant to the Site Plan and the easements granted in paragraph 2.1(b) hereof, and/or utility lines, systems and equipment are installed on Parcel A and Parcel B pursuant to the Site Plan and the easements granted in paragraph 2.1(c) hereof, no permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of such easements (excluding improvements typically found in common areas of shopping centers) shall be placed over or permitted to encroach upon such water detention, drainage and utility installations. The Owner of the Parcel served by such installations shall not unreasonably withhold its consent to the reasonable relocation of such installations requested by the Owner of a Parcel where such installations are located, at such requesting Owner's sole cost and expense, so long as water detention and drainage services or utility services, as applicable, to the other Owner's Parcel are not

unreasonably interrupted and the remaining provisions of this paragraph 2.4 are complied with. No such relocation affecting Parcel B or the water detention and drainage services or utility service(s) thereto shall be performed without the consent of Walgreen (during the continuance of the Walgreen Lease), except for any relocations on Parcel A during the development and construction of improvements on Parcel A that do not affect Parcel B or interrupt such services thereto; provided, however, that the Parcel A Owner and the Parcel B Owner each recognize that it is normal during the development of a shopping center to encounter minor disruptions to these types of services and that there may be some minimal disruption of the operation of the business on Parcel B during such development and construction, and the Parcel A Owner agrees to use good faith efforts to keep such disruptions to a minimum.

(c) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with utility or drainage easements or easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner (and/or, during the continuance of the Walgreen Lease, Walgreen), and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Owner of Parcel A and its Permittees shall in no event undertake any work described in this paragraph on the portion of the Driveways shared by the Parcel A Owner and the Parcel B Owner (except normal minor repairs in the ordinary course which do not interfere with the business of the Owner of Parcel B and its Permittees) which is not of an emergency nature during the months of November or December unless the Owner of Parcel B (and Walgreen, during the continuance of the Walgreen Lease) shall consent thereto.

3. Maintenance.

3.1 General. Until such time as improvements are constructed on a Parcel, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.

3.2 Buildings and Appurtenances Thereto. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (b) demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in this subparagraph 3.2 shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee. Each Parcel shall comply with applicable governmental parking ratio requirements without taking into account the parking provided on the other Owner's Parcel, such that each Parcel shall be self sufficient for vehicular parking.

3.3 Common Area. Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Common Area located on its Parcel in good order, condition and repair. Following the construction of improvements thereon, maintenance of Common Area shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Common Area in a clean, safe and orderly condition. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Common Area on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement). Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Parcel, subject to the following conditions: (i) as to Parcel B, during the continuance of the Walgreen Lease, the express written consent of Walgreen shall be required; (ii) the reciprocal easements between the Parcels pursuant to paragraph 2.1(a) shall not be closed or materially impaired; (iii) the Driveway and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all Owners and Walgreen (during the continuance of the Walgreen Lease); (iv) the same shall not violate any of the provisions and easements granted in paragraph 2; and (v) as to Parcel A, the requirements of paragraph 3.2 of this Agreement shall be complied with.

3.4 Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner and from time to time existing on the Parcel of another Owner pursuant to an easement described herein.

4. Construction of Improvements. Every building (including its appurtenant Common Area improvements), now or in the future constructed on Parcel A and Parcel B, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements. The Driveway shall be constructed and completed by the Owner of Parcel B at the same time as such Owner develops Parcel B for Walgreen under the Walgreen Lease (in accordance with plans approved by Walgreen under the Walgreen Lease).
5. Restrictions. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal. In addition to the foregoing, throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcel A or Parcel B shall be used, directly or indirectly, for purposes of an adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, outdoor housing or raising of animals, or bingo parlor.

Throughout the terms of this Agreement, it is expressly agreed that no free-standing pharmacy shall be located on Parcel A and that no parcel, suite, bay, leased premises, or free-standing building located on Parcel A within two hundred fifty (250) feet of the Walgreen building located on Parcel B shall be used, directly or indirectly, for the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind.

No facility on Parcel A for vehicular drive-up or drive-through in which the stopping or standing of motor vehicles in line at a location for dropoff and/or pickup is intended (as, for example, at a restaurant, car wash or bank) shall be designed, constructed, used or operated in any manner such that motor vehicles in line at such facility stop or stand onto Parcel B and/or the Driveways, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across Parcel B and/or the Driveways. No facility on Parcel B for vehicular drive-up or drive-through in which the stopping or standing of motor vehicles in line at a location for dropoff and/or pickup is intended (as, for example, at a restaurant, car wash or bank) shall be designed, constructed, used or operated in any manner such that motor vehicles in line at such facility stop or stand onto Parcel A and/or the Driveways, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across Parcel A and/or the Driveways. Nothing contained herein shall be deemed to affect the drive-through serving the building for Walgreen to be

initially constructed on Parcel B by the Owner thereof, which is hereby expressly approved.

6. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.
7. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A or Parcel B. No easements, except (i) those expressly set forth in paragraph 2, and/or (ii) an easement over Parcel A so as to enable the construction of the Driveway and other improvements required for the initial development for Walgreens by the Owner of Parcel B, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking or signage are granted or implied.
8. Remedies and Enforcement.

8.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) and Walgreen shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Walgreen shall have the right, but not the obligation, to enforce this Agreement on behalf of the Owner of Parcel B, and/or to cure a breach or default hereunder by the Owner of Parcel B, which enforcement or cure shall be accepted by the other Owner(s) as if effected by the Owner of Parcel B.

8.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner or Walgreen (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Walgreen or any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by First Chicago NBD (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on Parcel A or B, an Owner or Walgreen may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

8.3 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

8.4 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

8.5 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, the nondefaulting Owner and Walgreen, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 5 of this Agreement.

9. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the DeSoto County Chancery Clerk's Office ("Clerk's Office") and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel A and Parcel B in accordance with paragraph 10.2 hereof.

10. Miscellaneous.

10.1 Attorneys' Fees. In the event a party (including Walgreen) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

10.2 Amendment.

(a) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A and Parcel B, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the Clerk's Office.

(b) Notwithstanding subparagraph 10.2(a) above to the contrary, no termination of this Agreement, and no modification or amendment of this Agreement shall be made nor shall the same be effective unless the same has been

expressly consented to in writing by Walgreen (during the continuance of the Walgreen Lease).

10.3 Consents. Wherever in this Agreement the consent or approval of an Owner (or Walgreen) is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably conditioned, withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner or Walgreen under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing. During the continuance of the Walgreen Lease, any consent by the Owner of Parcel B, to be effective, shall also require the consent of Walgreen (during the continuance of the Walgreen Lease).

10.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

10.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

10.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

10.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

10.8 Separability. Each provision of this Agreement and the application thereof to Parcel A and Parcel B are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the

existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

10.9 Time of Essence. Time is of the essence of this Agreement.

10.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

10.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Walgreen may change from time to time their respective address for notice hereunder by like notice to the other party and Walgreen. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Walgreen (during the continuance of the Walgreen Lease). The notice addresses of the Parcel A Owner, the Parcel B Owner and Walgreen are as follows:

Walgreen: Walgreens
Attention: Law Department
Mail Stop No. 2252
200 Wilmot Road
Deerfield, Illinois 60015

Parcel A Owner: Meredith L. McCullar
Meredith McCullar Realty Company, Inc.
6075 Poplar Avenue, Suite 502
Memphis, Tennessee 38119

Parcel B Owner: 850 Ridge Lake Boulevard, Suite 340
Memphis, Tennessee 38120

10.12 Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

10.13 Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s) or Walgreen, shall from time to time provide the requesting Owner or Walgreen, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

10.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Church Road Associates, LLC

WN Highway 64-Canada

By: Reeves-Williams, L.L.C.,
a Mississippi limited liability company
Its: Member

By: [Signature]
Name: Mazin A. Kallan
Title: Chief Manager

By: WN Highway 64-Canada, LLC
Its: Authorized General Partner

By: [Signature]
Its: Asst. Secretary

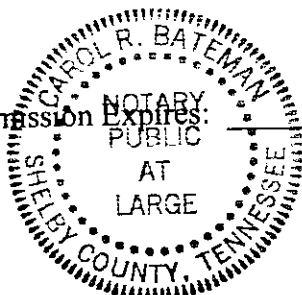
By: DeSoto Realty Investment Company, LLC,
a Mississippi limited liability company
Its: Member

By: [Signature]
Name: Meredith L. McCullar
Title: Authorized Member-Manager

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Personally appeared before me, the undersigned authority in and for the said County and State, on this 30 day of July, 2003, within my jurisdiction, the within named Clay M. Lane, who acknowledged to me that he is the President of Reeves-Williams, L.L.C., a Mississippi limited liability company and a member of Church Road Associates, LLC, a member-managed Mississippi limited liability company, and that for and on behalf of said Reeves-Williams, L.L.C. as a member of said Church Road Associates, LLC and as the act and deed of said Reeves-Williams, L.L.C., and as the act and deed of said Church Road Associates, LLC, he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by the Reeves-Williams, L.L.C. and said Church Road Associates, LLC, so to do.

My Commission Expires:



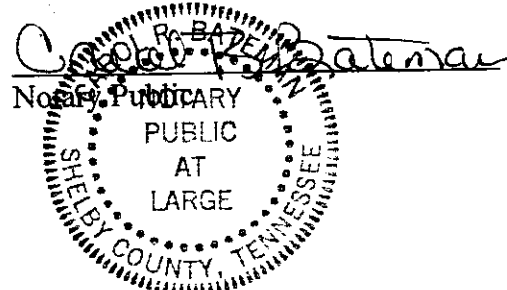
My Commission Expires
July 13, 2005

[Signature]
Notary Public

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said County and State, on this 30th day of July, 2003, within my jurisdiction, the within named Meredith L. McCullar, who acknowledged to me that he is the authorized member manager of DeSoto Realty Investment Company, LLC, a Mississippi limited liability company and a member of Church Road Associates, LLC, a member-managed Mississippi limited liability company, and that for and on behalf of said DeSoto Realty Investment Company, LLC as a member of said Church Road Associates, LLC and as the act and deed of said DeSoto Realty Investment Company, LLC, and as the act and deed of said Church Road Associates, LLC, he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by the said DeSoto Realty Investment Company, LLC and said Church Road Associates, LLC, so to do.

My Commission Expires: _____



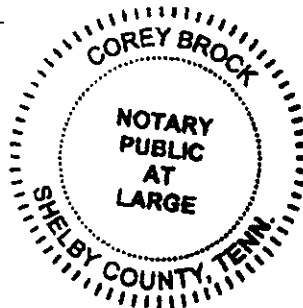
STATE OF Tennessee
COUNTY OF Shelby

My Commission Expires
July 13, 2005

Personally appeared before me, the undersigned authority in and for said county and state, on this 30th day of July, 2003, within my jurisdiction, the within named Michael B. Chance, who acknowledged that he is the Assistant Secretary of WN Highway 64-Canada, LLC, a Tennessee limited liability company, which is the authorized general partner of WN Highway 64-Canada, a Tennessee general partnership (composed of WN Highway 64-Canada, LLC, a Tennessee limited liability company, and SFC Highway 64-Canada, LLC, a Tennessee limited liability company), and that for and on behalf of the said general partner of said general partnership, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by the general partner of said general partnership so to do.

Corey Brock
Notary Public

My commission expires: 12-7-04



JOINDER OF MORTGAGEE

BANCORPSOUTH BANK, holder of a deed of trust on Parcel A described in this Reciprocal Easement Agreement with Covenants, Conditions and Restrictions ("REA"), joins in subordinating the lien of its deed of trust to the this REA. Said deed of trust remains prior to any liens created by this REA.

BANCORPSOUTH BANK

By: _____

Its: _____

Albert M. Watson
First Vice President

STATE OF _____

COUNTY OF _____

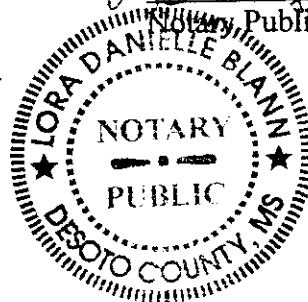
Mississippi
Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of July, 2003, within my jurisdiction, the within-named Albert M. Watson who acknowledged that he is 1st VP of BANCORPSOUTH BANK, a Mississippi state chartered institution, and that for and on behalf of said bank, and as its act and deed, executed the above and foregoing instrument, after first having been duly authorized by said bank so to do.

MY COMMISSION EXPIRES:
 OCTOBER 29, 2005

My commission expires: _____

Lora Danielle Blann
 Notary Public



JOINDER OF MORTGAGEE

SOUTHTRUST BANK, the holder of a deed of trust on Parcel B of the property described in this Reciprocal Easement Agreement with Covenants, Conditions and Restrictions ("REA") joins in subordinating the lien of its deed of trust to this REA. Said deed of trust remains prior to any liens created by this REA.

SOUTHTRUST BANK

By: D. Scott Humphrey
 Its: Vice President

STATE OF Tennessee
 COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of ^{September} ~~July~~, 2003, within my jurisdiction, the within-named D. Scott Humphrey who acknowledged that he is Vice President of SOUTHTRUST BANK, an Alabama banking corporation, and that for and on behalf of said bank, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said bank so to do.

Corey Brock
 Notary Public

My commission expires: 12-7-04

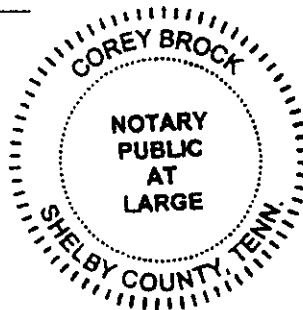


Exhibit "A" - Legal Descriptions of Parcels A and B.
Exhibit "B" - Site Plan.

T:\mbe\Converted Documents\NEWMAN\Highway 51-Church\Reciprocal Easement Agreement 7-31-03.doc

EXHIBIT A

Situated and lying in DeSoto County, Mississippi:

PARCEL A:

BEING A SURVEY OF PART OF THE RAYMOND E. TURMAN, SR. PROPERTY AS RECORDED IN BOOK 158, PAGE 285 AT THE DESOTO COUNTY COURT CLERKS OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF U.S. HIGHWAY 51, SAID POINT BEING 3987.17 FEET NORTH OF AND 1183.35 FEET WEST OF A FOUND AXLE AT THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 8 WEST; SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE TURMAN, INC. PROPERTY (BOOK 293, PAGE 201); THENCE N87°49'28"W ALONG THE NORTH LINE OF THE SAID TURMAN, INC. PROPERTY A DISTANCE OF 879.92 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE CAROLE D. JOHNSON PROPERTY (BOOK 244, PAGE 73); THENCE N12°48'30"W ALONG THE EAST LINE OF THE SAID JOHNSON PROPERTY AND ALONG THE EAST LINES OF LOTS 132 AND 131 OF SECTION "E" OF THE ALDEN STATION SUBDIVISION (PLAT BOOK 69, PAGE 17) A DISTANCE OF 988.41 FEET TO A FOUND IRON PIN AT THE NORTHEAST CORNER OF SAID LOT 131, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 12 OF THE TURO SUBDIVISION (PLAT BOOK 25, PAGE 4); THENCE N0°24'57"E ALONG THE EAST LINE OF SAID LOT 12 A DISTANCE OF 364.34 FEET TO A POINT ON THE SOUTH LINE OF CHURCH ROAD, SAID POINT BEING 53.00 FEET SOUTH OF THE CENTERLINE OF SAID CHURCH ROAD; THENCE S88°05'57"E ALONG THE SOUTH LINE OF SAID CHURCH ROAD A DISTANCE OF 47.72 FEET TO A POINT; THENCE S88°13'17"E AND CONTINUING ALONG THE SOUTH LINE OF SAID CHURCH ROAD A DISTANCE OF 353.16 FEET TO A POINT, SAID POINT BEING 53.00 FEET SOUTH OF THE CENTERLINE OF SAID CHURCH ROAD; THENCE S87°30'41"E AND CONTINUING ALONG THE SOUTH LINE OF SAID CHURCH ROAD A DISTANCE OF 140.90 FEET TO A FOUND RIGHT-OF-WAY MARKER, SAID MARKER BEING 54.75 FEET SOUTH OF THE CENTER LINE OF SAID CHURCH ROAD; THENCE S51°49'17"E A DISTANCE OF 261.77 FEET TO FOUND RIGHT-OF-WAY MARKER, SAID MARKER BEING 54.79 FEET WEST OF THE CENTERLINE OF SAID U.S. HIGHWAY 51; THENCE S15°17'58"E ALONG THE WEST LINE OF SAID U.S. HIGHWAY 51 A DISTANCE OF 314.94 FEET TO A FOUND RIGHT-OF-WAY MARKER, SAID MARKER BEING 59.84 FEET WEST OF THE CENTERLINE OF SAID U.S. HIGHWAY 51; THENCE S15°15'22"E AND CONTINUING ALONG THE WEST LINE OF SAID U.S. HIGHWAY 51 A DISTANCE OF 300.04 FEET TO A POINT; THENCE S16°12'21"E AND CONTINUING ALONG THE WEST LINE OF SAID U.S. HIGHWAY 51 A DISTANCE OF 500.00 FEET TO A FOUND RIGHT-OF-WAY MARKER, SAID MARKER BEING 65.00 FEET WEST OF THE CENTERLINE OF SAID U.S. HIGHWAY 51; THENCE S26°48'45"E AND CONTINUING ALONG THE WEST LINE OF SAID U.S. HIGHWAY 51 A DISTANCE OF 81.53 FEET TO A FOUND RIGHT-OF-WAY MARKER, SAID MARKER BEING 50.00 FEET WEST OF THE CENTERLINE OF SAID U.S. HIGHWAY 51; THENCE S16°13'06"E AND CONTINUING ALONG THE WEST LINE OF SAID U.S. HIGHWAY 51 A DISTANCE OF 36.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,062,382 SQUARE FEET, OR 24.389 ACRES.

Less and Except:

BEING A SURVEY OF PART OF THE CHURCH ROAD ASSOCIATES, LLC PROPERTY AS RECORDED IN BOOK 471, PAGE 200 AT THE DESOTO COUNTY COURT CLERKS OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND RIGHT-OF-WAY MARKER, SAID MARKER BEING 54.79 FEET WEST OF THE CENTERLINE OF U.S. HIGHWAY 51, SAID MARKER ALSO BEING 5168.25 FEET NORTH OF AND 1531.89 FEET WEST OF A FOUND AXLE AT THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 8 WEST; THENCE S15°17'58"E ALONG THE WEST LINE OF SAID U.S. HIGHWAY 51 A DISTANCE OF 50.00 FEET TO A POINT; THENCE S74°42'02"W A DISTANCE OF 164.13 FEET TO A POINT; THENCE N87°30'41"W A DISTANCE OF 254.45 FEET TO A POINT; THENCE N00°24'57"E A DISTANCE OF 250.00 FEET TO A POINT ON THE SOUTH LINE OF CHURCH ROAD, SAID POINT BEING 53.00 FEET SOUTH OF THE CENTERLINE OF SAID CHURCH ROAD; THENCE S88°13'17"E ALONG THE SOUTH LINE OF SAID CHURCH ROAD A DISTANCE OF 51.00 FEET TO A POINT, SAID POINT BEING 53.00 FEET SOUTH OF THE CENTERLINE OF SAID CHURCH ROAD; THENCE S87°30'41"E AND CONTINUING ALONG THE SOUTH LINE OF SAID CHURCH ROAD A DISTANCE OF 140.90 FEET TO A FOUND RIGHT-OF-WAY MARKER, SAID MARKER BEING 54.75 FEET SOUTH OF THE CENTER LINE OF SAID CHURCH ROAD; THENCE S51°49'17"E A DISTANCE OF 261.77 FEET TO A FOUND RIGHT-OF-WAY MARKER AT THE POINT OF BEGINNING AND CONTAINING 81,146 SQUARE FEET OR 1.863 ACRES.

PARCEL B:

BEING A SURVEY OF PART OF THE CHURCH ROAD ASSOCIATES, LLC PROPERTY AS RECORDED IN BOOK 471, PAGE 200 AT THE DESOTO COUNTY COURT CLERKS OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND RIGHT-OF-WAY MARKER, SAID MARKER BEING 54.79 FEET WEST OF THE CENTERLINE OF U.S. HIGHWAY 51, SAID MARKER ALSO BEING 5168.25 FEET NORTH OF AND 1531.89 FEET WEST OF A FOUND AXLE AT THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 8 WEST; THENCE S15°17'58"E ALONG THE WEST LINE OF SAID U.S. HIGHWAY 51 A DISTANCE OF 50.00 FEET TO A POINT; THENCE S74°42'02"W A DISTANCE OF 164.13 FEET TO A POINT; THENCE N87°30'41"W A DISTANCE OF 254.45 FEET TO A POINT; THENCE N00°24'57"E A DISTANCE OF 250.00 FEET TO A POINT ON THE SOUTH LINE OF CHURCH ROAD, SAID POINT BEING 53.00 FEET SOUTH OF THE CENTERLINE OF SAID CHURCH ROAD; THENCE S88°13'17"E ALONG THE SOUTH LINE OF SAID CHURCH ROAD A DISTANCE OF 51.00 FEET TO A POINT, SAID POINT BEING 53.00 FEET SOUTH OF THE CENTERLINE OF SAID CHURCH ROAD; THENCE S87°30'41"E AND CONTINUING ALONG THE SOUTH LINE OF SAID CHURCH ROAD A DISTANCE OF 140.90 FEET TO A FOUND RIGHT-OF-WAY MARKER, SAID MARKER BEING 54.75 FEET SOUTH OF THE CENTER LINE OF SAID CHURCH ROAD; THENCE S51°49'17"E A DISTANCE OF 261.77 FEET TO A FOUND RIGHT-OF-WAY MARKER AT THE POINT OF BEGINNING AND CONTAINING 81,146 SQUARE FEET OR 1.863 ACRES.

BK 01 57 PG 0347

VICINITY MAP
1" = 400'

SITE PLAN - PHASE 1

McCOLLAR PLANNED COMMERCIAL

SOUTHWEST CORNER OF HWY. 51 and CHURCH RD.

OWNER: CHURCH ROAD ASSOCIATES, L.L.C.

4.32 ACRES 1 LOT - Section 41,

HORN LAKE, MISSISSIPPI TWP. 2S - Range 8W

MAY 1, 2003 SHEET 1 OF 2



OWNER:
CHURCH ROAD ASSOCIATES, L.L.C.
6075 POPLAR AVE., STE. 502
MEMPHIS, TN 38119
901-767-3700

DEVELOPER:
HEWMAN PROPERTIES, L.L.C.
850 RIDGE LAKE BLVD., STE. 300
MEMPHIS, TN 38120
901-883-8800

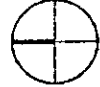
*Order received in 423
quantity and at 407 Church Road
This is the site of the
W. B. Randle, Jr. Co.*

SITE DATA

ZONE DISTRICT	C-4
PROPOSED USE	WALGREENS
GROSS SITE AREA	61,146 S.F.
GROSS FLOOR AREA	14,560 S.F.
FLOOR AREA RATIO	10%
PERVIOUS AREA	17%
IMPERVIOUS AREA	83%
YARD SETBACKS	50 FEET
FRONT	15 FEET
INTERIOR SIDE	15 FEET
PARKING PROVIDED	87 SPACES
10' WIDE SPACES	34 SPACES
8' WIDE SPACES	53 SPACES

NOTE: THE PARKING SPACES NEAREST THE BUILDING ARE 10' WIDE AND THE REMAINDER ARE 8' WIDE. THE DIVISION POINT IS SHOWN ON EACH SIDE.

North



GRAPHIC SCALE IN FEET
SCALE: 1"=40'

CHURCH ROAD

U.S. HIGHWAY 51

WALGREENS
14,560 S.F.
F.F.E. 354.00

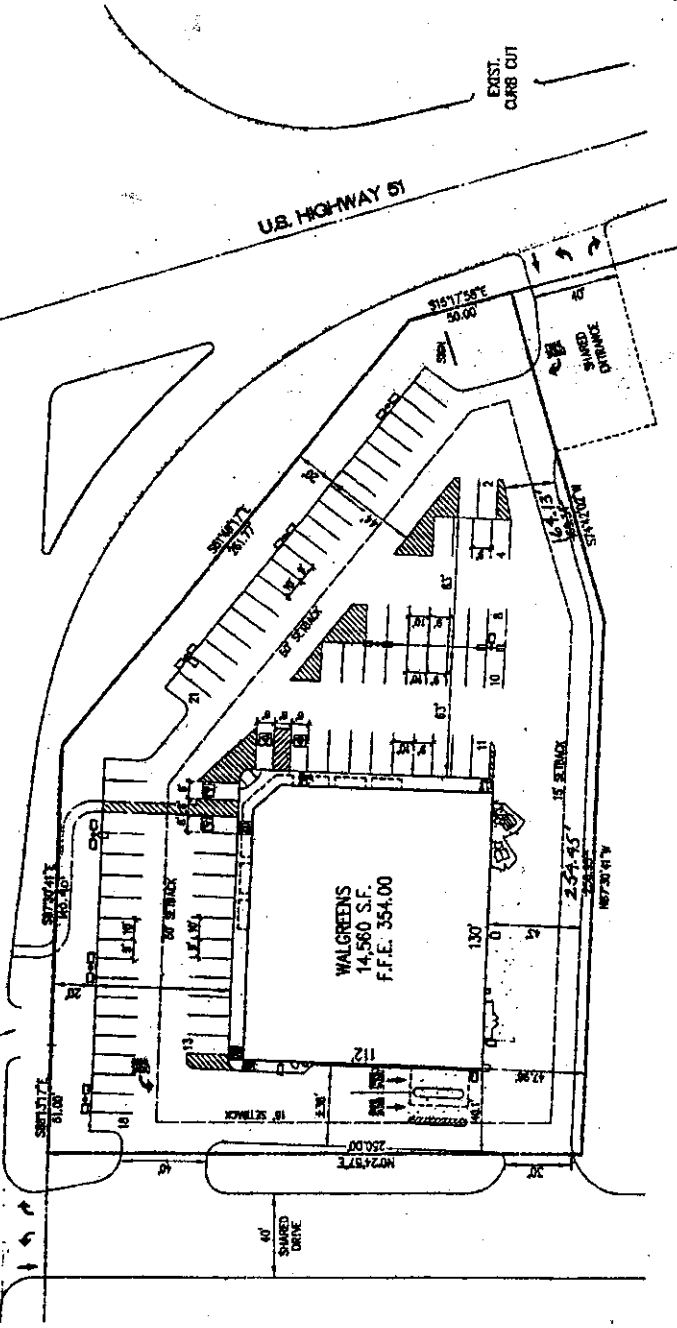
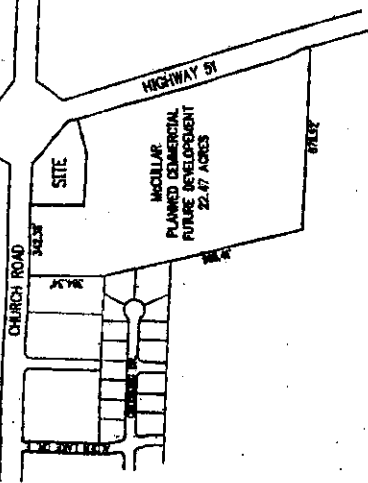
EXIST. CURB CUT

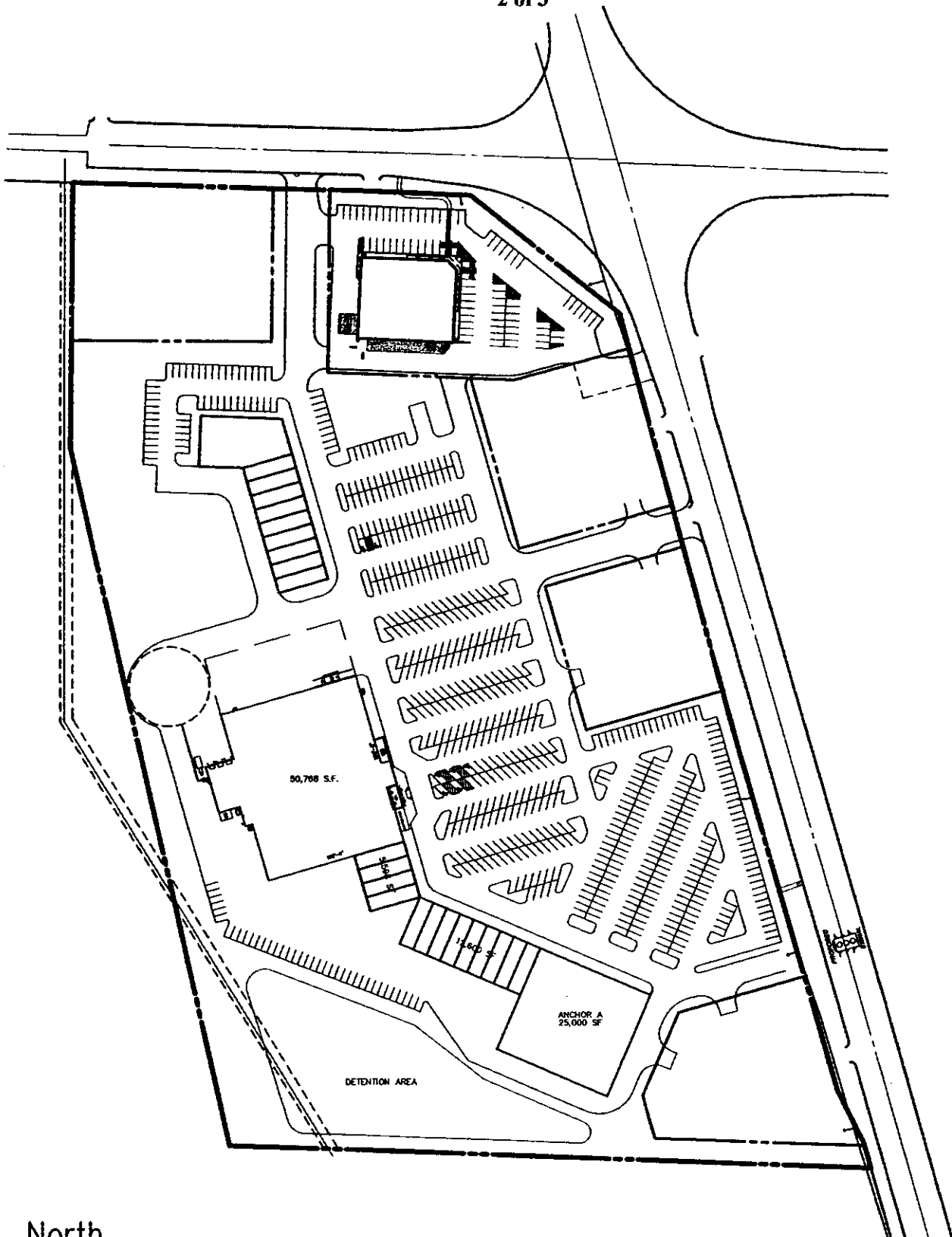
SHARED ENTRANCE

SHARED DRIVE

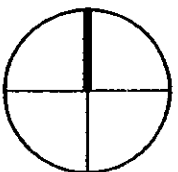
EXIST. DRIVE (TO BE CLOSED)

TRAFFIC SIGNAL





North



SCALE: 1"=200'

OVERALL SKETCH

